

1 JUDGE CHACHKIN: This time it was true, the majority
2 was TBN members. We just established the fact that Ms. Duff
3 and you made up two-thirds of directors of Translators, and
4 also the -- you two were directors of TBN.

5 DR. CROUCH: Yes, sir. I, I recognize that, sir.
6 But in this particular time frame, there was, there was
7 nothing inconsistent with, with agency rules in that context.
8 Later, when we were applying for a full-power station,
9 obviously that situation had changed.

10 JUDGE CHACHKIN: But we're not talking about agency
11 rules. We're talking about whether or not there was control.
12 And as I understanding it, you've conceded that TBF is
13 controlled by TBN because they have the majority of the
14 directors of TBN are the same as the majority of directors at
15 TBF. Now why was that different with Trans-- with
16 Translators? They had the same situation, didn't they? It
17 was controlled by TBN, and you had the same common control,
18 did you not?

19 DR. CROUCH: Apparently, we did, sir.

20 JUDGE CHACHKIN: So why was the answer no, instead
21 of yes?

22 DR. CROUCH: The only thing I can answer to that,
23 sir, is what I have already said. The, the perception at that
24 time certainly would have been that the directors could
25 operate independently with the best interests of the

1 corporation that they were attending to at the time. And this
2 -- I can see that I -- as I focus on this now, it, it could be
3 argued either way. Perhaps it should have been checked yes at
4 the time. It's, it's sort of an academic argument here, that
5 I'm not sure I have the answer to, sir.

6 JUDGE CHACHKIN: Go ahead, counsel, any further
7 questions?

8 BY MR. McCURDY:

9 Q Okay. Could you please turn to page ten of your
10 testimony.

11 A Yes, sir.

12 Q Okay. Now in paragraph 23, in this paragraph you
13 discuss -- would you like to refer to that paragraph before --

14 A I -- may I just scan it quickly?

15 Q Sure. Go ahead.

16 A Yes, sir. I'm generally aware of --

17 Q Okay.

18 A -- paragraph 23 now.

19 Q Okay. Now in this paragraph, you discuss an
20 incident in which Melody Land Christian Center attempted to
21 assume control over TBN, correct?

22 A Yes, sir.

23 Q And it is your testimony that, that during this
24 attempted takeover, you learned that it was illegal under
25 California law for one non-profit corporation to control

1 another, correct?

2 A Yes, sir.

3 Q Okay. Now my question is, again, in this context,
4 what did control mean, under your understanding of California
5 law?

6 A In this context, we had agreed to give the board of
7 directors of Melody Land Christian Center Church veto power
8 over anything that Trinity Broadcasting Network did, and we
9 didn't desire to -- I didn't desire to do this, but as my
10 testimony will, will make clear, we, we felt we had no, no
11 choice. They were basically assisting us and helping us, and
12 had the equipment and so forth that we needed to, to function.
13 So we rather reluctantly granted to Melody Land this control
14 or veto power over the affairs of, of Trinity Broadcasting
15 Network.

16 Q Okay. Now and the control spoken of in this
17 paragraph is one that is vested by contract?

18 A It was, I believe -- yes, it was, at the time,
19 vested by a contract.

20 Q Okay. And was there any sharing of ownership --
21 were there any Melody Land directors on TBN board also, or was
22 --

23 A There were no Melody Land --

24 Q Okay.

25 A -- directors on the board of TBN, no -- I beg your

1 | pardon, yes. The, the pastor, Al Wilkerson, was on the board.
2 | I'm sorry.

3 | Q Okay. And how did he exercise control, pursuant to
4 | the contract, over TBN?

5 | A Anything that Trinity wanted to do of any major
6 | consequence or any major decisions had to be approved by the
7 | board of, of Melody Land Christian Center.

8 | Q Okay. Could I have one moment. Now is it your
9 | understanding that control in the sense used here can be
10 | exercised by one corporation over another only by contract?

11 | A That's a legal question, sir, that I don't know that
12 | was the case here.

13 | Q Okay. But you -- during this time, you did
14 | experience what you termed as an unpleasant -- well, I'm
15 | terming it as an unpleasant experience, a struggle for control
16 | over TBN, correct?

17 | A Yes, sir.

18 | Q And so you became generally familiar with how
19 | control can be exercised over another corporation, correct?

20 | A In this case, I certainly can.

21 | Q Okay. And so are there other ways in -- and in your
22 | understanding of control that can -- let me strike that. Are
23 | there other -- can control be exercised by one corporation
24 | over another in other ways other than simply by contract, is
25 | my question?

1 A I supposed it is possible. You see, the problem
2 here, sir, is that we had a, a conflicting situation, we
3 didn't have a sponsoring company that was seeking to foster
4 and develop another company. They were seeking to take
5 possession of it and use the assets in a, in a way that we did
6 not agree to or that I did not agree to. So I, I'm not sure I
7 can make a, a good comparison here.

8 Q Okay. Now --

9 JUDGE CHACHKIN: Now wait a minute. You say this
10 medal (sic) -- Melody Land had veto power and they, by virtue
11 of this veto power, they had a right to interfere with the
12 affairs of TBN, is that correct?

13 DR. CROUCH: Yes, sir.

14 JUDGE CHACHKIN: By contract?

15 DR. CROUCH: By contract, sir.

16 JUDGE CHACHKIN: But isn't it also true it could be
17 done if you have common directors? If a director is -- isn't
18 that also a situation where you could have control?

19 DR. CROUCH: Theoretically, I'm, I'm sure that's
20 possible, sir.

21 JUDGE CHACHKIN: Go ahead, counsel.

22 BY MR. McCURDY:

23 Q Okay. Now at the time, say, 1983, when TTI was --
24 had a commonality of directors and they were an owned and
25 operated station, under your definition, was it your

1 understanding at that time that you were in violation of
2 California law concerning the control of one corporation by
3 another?

4 A No, sir. There, there was no contractual agreement
5 to control, and if, if it were, I certainly wasn't aware of it
6 at the time. And again we're, we're relying on counsel to put
7 our corporations and our business affairs together. I
8 wouldn't have focused on that at the time, anymore than I
9 basically focus on it now.

10 Q Okay. Okay. Moving on, now from the time
11 Translator Television, Inc., was formed, to the time Reverend
12 Hill was added to the board of National Minority in 1992,
13 there had never been more than three directors, correct?

14 A I believe that to be --

15 Q I may be wro -- I mean --

16 A No, that's true.

17 Q -- Norm Juggert may have been added in the very
18 beginning.

19 A No.

20 Q No, okay.

21 MR. TOPEL: Your -- Your Honor, just to clarify --

22 JUDGE CHACHKIN: I think the witness has said that's
23 correct.

24 MR. TOPEL: Right.

25 JUDGE CHACHKIN: Till Reverend Hill came on, there

1 were only three directors of, of National Minority.

2 MR. TOPEL: That's right. Your Honor, just I think
3 it might be a useful clarification. The, the application that
4 Mr. McCurdy showed to the witness happened to be an
5 application that was subsequently amended in terms of the
6 number of directors, which may be the confusion about
7 Mr. Juggert.

8 MR. MCCURDY: Yes.

9 MR. TOPEL: That, that's just for whatever benefit
10 it has --

11 JUDGE CHACHKIN: All right.

12 MR. TOPEL: -- to Your Honor.

13 MR. MCCURDY: Also for clarification, I'd like to
14 add that that amended application carried forward the same no
15 to the question of control that I -- was previously proffered.

16 MR. TOPEL: There are many of the applications in
17 the record.

18 MR. MCCURDY: Yes.

19 MR. TOPEL: So that there's not going to be a
20 dispute on that.

21 JUDGE CHACHKIN: All right.

22 MR. MCCURDY: Okay.

23 JUDGE CHACHKIN: But the -- just Reverend Crouch has
24 agreed with you that up to Dr. Hill --

25 MR. MCCURDY: Right.

1 JUDGE CHACHKIN: -- there were only three directors.

2 BY MR. McCURDY:

3 Q Okay. And now you preferred a small board of
4 directors, because a small board created less problems, isn't
5 that true?

6 A I think it wasn't that it created less problems, it
7 was just more efficient for conducting business. Large boards
8 of directors are, are difficult sometimes to assemble, and
9 this was the general style that I appreciated then as well as
10 now. I like to get things done and let's get them done the
11 most efficient and quickest way possible.

12 Q Okay. Now inefficiency is a problem though,
13 correct?

14 A Sir?

15 Q I mean my question is small boards has -- had less
16 problems, correct?

17 A I think that's a fair characterization, yes.

18 Q Now isn't it also true that because of your
19 experience with Melody Land, you are afraid of an outside
20 group attempting to take control of Translator TV?

21 A No, sir. That, that aspect never crossed my mind.

22 Q Okay. Didn't you tell Jane Duff that you wanted to
23 keep the board small because you were afraid of a hostile
24 takeover?

25 A I, I don't recall ever saying that to Mrs. Duff or

1 anybody.

2 Q Okay.

3 JUDGE CHACHKIN: Did you have an experience in the
4 past of a hostile takeover?

5 DR. CROUCH: Yes, sir.

6 JUDGE CHACHKIN: What were those circumstances?

7 DR. CROUCH: This Melody Land situation was, was one
8 of them, sir.

9 JUDGE CHACHKIN: What was the other?

10 DR. CROUCH: Subsequent board members, even after
11 Melody Land, there were members on the board that didn't have
12 basically the same goals or direction for -- that, that I
13 possess, and, and so I was a little bit gun shy in that
14 regard, sir, you're absolutely right.

15 BY MR. McCURDY:

16 Q So you saw it as a problem, though, am I correct,
17 when some of the board members disagreed, when there was
18 disagreement in the board, correct?

19 A It's always a problem, I guess, if there is
20 disagreement by members of, of the board, but I don't ever
21 remember that becoming a, a large problem or a, or an
22 insurmountable problem.

23 Q With National Minority TV?

24 A Yes, if you're referencing National Minority.

25 Q Yes, I am.

1 A Yes, sir. That, that is.

2 Q And part of the reason for that is you only have
3 three directors, correct?

4 A That is a fact. We only had three directors, yes,
5 sir.

6 Q And that's also one of -- I mean would you say
7 that's a reason why you had few problems with the board or no
8 problems with the board of National Minority TV?

9 A We had some minor problems with the board of NMTV,
10 but, you know, you're, you're, you're asking the question,
11 sir, that I, I can't second guess or give you any answers to.
12 I don't know if that was the reason we had so few problems or,
13 or not. May have been.

14 Q Well, you are the person that decided the makeup of
15 the board initially, correct?

16 A Yes.

17 Q So, I mean, this was something you had a great
18 amount of input into, correct?

19 A Initially, yes, sir.

20 Q So you can tell me -- or to the best of your know --
21 recollection of what was in your mind during this period,
22 correct?

23 A Simply wanted members who would share a common goal
24 for the purposes that, that the corporation was created for.

25 Q Okay. Now do you then -- I'm sorry, did you deny

1 | that you ever made any statement to Jane Duff to the effect
2 | that you were -- you wanted a small board to prevent any
3 | hostile takeover?

4 | A I certainly have no recollection of any statement
5 | like that at all, sir.

6 | Q Do you deny that you ever made such a statement?

7 | A I just don't have any recollection of ever stating
8 | such a thing. I don't believe I ever did.

9 | Q But -- okay. But you could have, you just don't
10 | remember?

11 | A I suppose anything is possible.

12 | JUDGE CHACHKIN: Well, did you relate to Ms. Duff
13 | your past experience with a hostile majority on the board of
14 | TBN?

15 | DR. CROUCH: I'm not sure that I did, Your Honor.
16 | I, I, I may have, but I have no independent recollection of
17 | that.

18 | BY MR. McCURDY:

19 | Q Now up until the time Reverend Hill was added to the
20 | board, you didn't make any efforts to increase the size of the
21 | board, correct?

22 | A Not to my knowledge.

23 | Q Okay. Now wouldn't a larger board have been
24 | consistent with your stated goal of integrating minorities
25 | into ownership positions?

1 A Yes, it would have.

2 Q Okay. And can you tell me why then no effort was
3 made to add minority members to the board up until 1992?

4 A I just don't think any of us thought about it or
5 focused on it. I, I, I can't give you any specific reason.

6 Q Okay. Now at TBN, Jane Duff reports to you,
7 correct?

8 A Yes.

9 Q And you are at what we consider Jane Duff's boss,
10 correct?

11 A Yes, sir.

12 Q Okay. And you hired her?

13 A Yes.

14 Q Okay. And do you have the authority to fire her?

15 A To the same extent, I suppose, that I would have the
16 authority to fire anyone for, for cause.

17 Q Okay. Now --

18 JUDGE CHACHKIN: What, does she have an employment
19 agreement with TBN?

20 DR. CROUCH: No, sir.

21 JUDGE CHACHKIN: Well, why, why do you say cause.
22 You could fire her arbitrarily, could you not?

23 DR. CROUCH: It's just that in the context of a
24 church-related operation, sir, that just wouldn't be the case.
25 You just wouldn't do that.

1 JUDGE CHACHKIN: Well, if she suddenly announced
2 that she didn't agree with your views of what the mission
3 should be, wouldn't that be cause?

4 DR. CROUCH: I don't, I don't think. Not in my
5 mind, sir.

6 JUDGE CHACHKIN: If she said she didn't agree with
7 you about what the church's mission should be, that would not
8 be grounds for firing?

9 DR. CROUCH: She disagreed with me two or three
10 times, sir, in the matters of NMTV and I didn't fire her.

11 JUDGE CHACHKIN: No, but I'm saying if with relation
12 to TBN you gave her directions, for instance, consistent with
13 your belief what the cause should be and, and she disregarded
14 your directions and went another way altogether which would be
15 contrary to, to the church's beliefs, to your belief of what
16 your mission is, would that be a grounds for firing her?

17 DR. CROUCH: It, it certainly could be, yes, sir.

18 BY MR. McCURDY:

19 Q Okay. Now is it your understanding -- I mean you
20 testified there isn't an employment contract, Jane Duff
21 doesn't have an employment contract with TBN, correct?

22 A No, sir.

23 Q Okay. And so is there any provision that you're
24 aware of that says that Jane Duff can only be fired with
25 cause?

1 A There is nothing written.

2 Q Okay. Now does the fact that Mrs. Duff is a TBN
3 employee have any relationship to your understanding of
4 whether National Minority is a minority-controlled corporation
5 under FCC regulations?

6 A I, I'm sorry, I don't understand the question.

7 Q Okay. I'm asking for the relationship between Jane
8 Duff's employment at TBN and your understanding of whether
9 National Minority is a minority-controlled corporation under
10 FCC regulations.

11 A Again, I, I simply -- my understanding is that the,
12 the National Minority or any corporation is controlled by its
13 board of directors, and Mrs. Duff is one of those members so
14 she is one of those controlling parties, along with myself,
15 now of course Dr. Hill, and, and Mr. Ramirez.

16 Q Well, let's back up. Let's take Mr. Espinoza. If
17 he was -- would it affect your understanding of whether
18 National Minority was a independent minority-controlled
19 corporation if, during this period, Mr. Espinoza was also an
20 employee of TBN, meaning there would be three TBN employees on
21 the board of National Minority?

22 A I think we could have all been employees of, of
23 Trinity Broadcasting and still operated as independent board
24 members for the sake of fostering this new corporation, this
25 new company.

1 Q Okay. And did you ever have any discussions with
2 counsel concerning Mrs. Duff's employment at TBN and its
3 effect on minority control?

4 A It was certainly well-known to counsel. I don't
5 recall any specific independent discussions with him
6 concerning it.

7 Q Okay. Now moving on, could you describe the
8 relationship between Set Free Ministries and TBN prior to
9 Mr. Aguilar joining the board on, I believe it was,
10 August 15th, 1990.

11 A Yes, sir. Pastor Aguilar was simply a, a church
12 organization that we referred troubled individuals to. His
13 ministry was helping people off the streets to get off of
14 drugs and to be returned into productive members of society.
15 We were very thankful for his help, because we were able to
16 refer troubled people that might call into us or write to us
17 for, for help in this area.

18 Q Okay. And were there any -- now I, I believe you
19 testified before that there was a lease agreement between Set
20 Free and National Minority -- I mean, excuse me, TBN, correct?

21 A Yes. The, the housing prob-- problem became very
22 acute in the Orange County area, and we, we were referring so
23 many people to the church and, and Pastor Aguilar that we
24 really felt compelled to do something to, to help him, so we
25 purchased a large old house in downtown Anaheim and turned it

1 over to the, the Set Free Church with -- under this. And why
2 we had a licensing agreement, I don't know. That was a, a
3 recommendation of counsel.

4 Q And, in fact you purchased several houses, correct?

5 A A total of three.

6 Q Three, okay.

7 A Yes.

8 Q Now you also had provided free use of, I believe,
9 some ranch properties in the United -- several ranch
10 properties in the United States, correct?

11 A No, it was a, a few acres in Texas that was utilized
12 by the, the Set Free Church. They sent some of their
13 recovering drug addicts out to the Texas ranch to sort of
14 isolate them from the asphalt jungle, as we say, to, to get
15 them back on their feet and totally rehabilitated.

16 Q And can you tell me when that started, if you
17 recall?

18 A Oh, about 1991, I think.

19 Q After Mr. -- Reverend Aguilar joined the --

20 A Oh, no. It was be -- it was before Mr. Aguilar
21 joined the board, so it would have been maybe 19 -- oh, I'm
22 sorry, I can -- it would have been maybe as early as 1989 or
23 '90.

24 Q Okay.

25 A Now that I think about it.

1 Q And now you're saying outside of California, that
2 was the only property made available to Set Free?

3 A No. Up in Ottawa, Illinois, there was an old
4 farmhouse and a few acres up there that Trinity owned, that we
5 made available to the Set Free Church for work in the -- sort
6 of in the Chicago area.

7 Q Okay. Now at the time Mr. Aguilar joined the board
8 or any time prior, did you have any sort of agreement where
9 TBN would pay money to Set Free Ministries for certain
10 services that Set Free provided TBN?

11 A For a, for a period of perhaps a year or so, we
12 granted a, an honorarium to the church in, in appreciation for
13 them sending a large bus load of, of telephone prayer partners
14 down each night to the studios of Trinity Broadcasting.

15 Q Okay. And how much was that honorarium?

16 A It was -- I, I think it was, it may have been
17 something in the neighborhood of \$5,000 per month.

18 Q Okay. And do you know when this agreement started?

19 A I would have to look that up, sir.

20 Q Okay.

21 A I, I don't remember.

22 Q In any event, it was prior to the time Mr. Aguilar
23 joined the board?

24 A Yes.

25 Q Okay. And do you know when this agreement was

1 terminated?

2 A I think it ran for about a year, but I, I would have
3 to look that up also. I might add, too, that that was also in
4 appreciation for the Set Free Church acting as our dispensing
5 agent for food and clothing that were accumulated by Trinity
6 to distribute to needy people.

7 Q Okay. Now one question about the prayer line
8 operation. Now people would generally call to the station.
9 How did that work? Could you --

10 A On the television screen most of the day there is a
11 telephone number on the bottom in which people are invited to
12 call with, with needs of, of any kind.

13 Q Okay. And in conjunction with this call, they were
14 asked to contribute money, isn't that true?

15 A Oh, no.

16 Q Were their addresses taken?

17 A In some cases, but not always. These were -- the,
18 the fund-raising telethons were completely separate. We had a
19 couple of those a year typically, in which we invited people
20 to make their pledges. But people were -- to my knowledge, it
21 was never my instruction to solicit people for money during
22 invitations for prayer calls.

23 Q Well, let me ask you this, was any money generated
24 from the prayer line calls?

25 A I don't believe so.

1 Q And how about follow up calls after the initial
2 call?

3 A There would have been none, to my knowledge, unless
4 it were a terribly troubled situation that might have been
5 referred to the church or even other agencies that would
6 assist people in these areas. But Trinity did not typically
7 do that.

8 Q Okay. Now prior to joining the board, Mr. Aguilar
9 -- Pastor Phil had made several appearances on the Praise the
10 Lord show, correct?

11 A A few, yes. He had given his testimony of his
12 troubled youth, and his rehabilitation, and his induction into
13 the pastoral work.

14 Q Okay. Now his, his story, as it were, was that of a
15 former heroin addict and hoodlum, correct?

16 A I think that's a fair characterization.

17 Q Okay. And he found Jesus Christ in jail, correct?

18 A That's his testimony, yes.

19 Q Okay. And so you were aware, when Mr. Aguilar was
20 invited onto the board, that he spent time in prison, correct?

21 A Yes, sir.

22 Q Okay. And now do you recall having any discussions
23 whether this Mr. Aguilar's prison record should be disclosed
24 to the FCC?

25 MR. TOPEL: Your Honor, I'm going to object. The,

1 the reporting issue --

2 JUDGE CHACHKIN: Well, there were no objections up
3 to now, so I had nothing to rule on. Is there an objection
4 now?

5 MR. TOPEL: Yes, I'm objecting again, at this point,
6 because --

7 JUDGE CHACHKIN: What is the relevancy of this?

8 MR. McCURDY: Well, it's still just I'm trying to
9 establish a general pattern of at least carelessness of
10 reporting to the FCC, and I think it's relevant for that
11 purpose, maybe not for the narrow issue of whether his record
12 was reported or not --

13 MR. TOPEL: I, I don't believe it's at issue, Yes,
14 sir.

15 JUDGE CHACHKIN: There is no -- I, I note the
16 designation order had specifically stated that there, there's
17 no issue as to Reverend Aguilar -- the reporting of Reverend
18 Aguilar's past record.

19 MR. McCURDY: Okay.

20 JUDGE CHACHKIN: And in light of that, I will
21 sustain the objection --

22 BY MR. McCURDY:

23 Q Okay. Now I'd like to turn to the sale of the
24 Odessa station.

25 A Sure.

1 Q Now if you could look at Bureau Exhibit 256.
2 A Are we still in Volume One?
3 Q No, no.
4 MR. TOPEL: Volume Five.
5 BY MR. McCURDY:
6 Q Five.
7 A Volume Five. Yes, sir. I'm there.
8 Q Now this is an action by written consent in which it
9 was resolved -- well, in which the president's secretary was
10 authorized to negotiate the sale or lease of the Odessa
11 station for \$1 million.
12 A Yes, sir.
13 Q Okay. Now did you prepare this action by written
14 consent?
15 A No, sir.
16 Q Who did?
17 A I, I honestly do not know.
18 Q I guess what was it your use -- what was your usual
19 practice in preparing an action by written consent?
20 A Typically, Mrs. Duff would either prepare it or seek
21 assistance from counsel to prepare such a authorization.
22 Q But in some instances, you would prepare the action,
23 correct?
24 A No, sir. I have never prepared the actual document,
25 if that's what you're referring to.

1 Q Okay. Let me rephrase. You would authorize the
2 prep-- or request that it be prepared?

3 A After discussion with either Mrs. Duff and/or the
4 members of the board, I might request such action, as long as
5 I understood that we were all basically in agreement.

6 Q Okay. Now I notice that you signed this on
7 May 16th, '89, correct?

8 A Yes, sir.

9 Q And that was three days before Jane Duff -- or,
10 excuse me, one day before --

11 A Yes.

12 Q -- Jane Duff. Now do you recall having a discussion
13 with her about this action?

14 A I, I generally understood that, that Mrs. Duff was
15 in agreement now with my desire all along to divest the Odessa
16 station.

17 Q I'm sorry, did you -- was that a discussion that you
18 remembered, a particular instance?

19 A I don't recall any discrete, crystal clear
20 discussion, but it's, it's evident from this that we had a
21 meeting of the minds.

22 Q Okay. And I believe you testified earlier that the
23 \$1 million price approximates the -- approximates the cost
24 that National Minority incurred in constructing the Odessa
25 station, is that true?

1 A I, I believe that's generally how we arrived at that
2 figure.

3 Q Okay. Could you turn to Bureau Exhibit 277 in that
4 same volume.

5 A Yes, sir. I am there.

6 Q And this is a letter from Jane Duff to Al Cooper,
7 and I just had a -- if you could turn to page two.

8 A Yes, sir.

9 Q And the second paragraph indicates that for
10 \$650,000, the asset acquisition price was \$650,000.

11 A Yes.

12 Q Okay. Did you negotiate the terms represented in
13 this letter?

14 A No, sir.

15 Q Okay. Can you tell me how the \$650,000 figure wa
16 determined?

17 A I think that was largely determined by Mrs. Duff in
18 discussions with Mr. Cooper as to, you know, what he would be
19 able to, to handle in the way of, of additional debt to
20 himself.

21 Q Okay. And were these dis-- was there -- was this
22 the fair market value of the station at that time?

23 A I, I don't know.

24 Q Okay. So you didn't take -- make any efforts to
25 find out what the value of the station was?

1 A Not, not to my knowledge.

2 Q And do you recall discussing this letter of
3 agreement with Mrs. Duff?

4 A No, sir. I do not.

5 Q Okay. Then my final question is do you know why
6 this agreement was not entered into at the date on which it
7 was signed? And I believe we're a little unclear on exactly
8 when Odessa was sold, but I know it couldn't have been until
9 19-- later in 1990, I believe.

10 A No, sir, I, I really don't know. First of all, I'm
11 not sure how much time passed from the execution of this -- I
12 don't know, what is this, a letter of understanding or -- and
13 the actual contract for sale. I, I'm sorry, I just don't
14 know.

15 Q Okay. Could you turn to Bureau Exhibit 327, which
16 is in the next volume.

17 A Yes, sir. I'm there.

18 Q Okay. Now the minutes of this special meeting
19 attended by you and Mrs. Duff are reflected. There was
20 discussions with Tri State and All American concerning the
21 purchase of the Odessa station.

22 A Yes, sir.

23 Q Okay. Now both All American and Tri State already
24 owned and oper-- already operated TBN affiliates, correct?

25 A Yes.

1 Q Okay. Now, to your knowledge, did National Minority
2 make any attempts to sell the station to any other parties?

3 A Not to my knowledge.

4 Q Were there any attempts to go through a broker or --

5 A Not to my knowledge.

6 Q Okay. And was it understood during this period that
7 whoever bought the station would continue its affiliation with
8 TBN?

9 A We certainly hoped that would be the case.

10 Q But wasn't that, in fact, a condition of the sale?

11 A I'm not sure if it was a condition of the sale. I
12 haven't reviewed that particular document, but obviously the
13 -- all of us wanted to find a buyer who would be willing to
14 continue the affiliation arran-- arrangement with Trinity.

15 Q Okay. Well, let's not use the word condition. I
16 realize that has more legal meaning, but I meant it was
17 understood by you that the buyer would continue its
18 affiliation with TBN, correct?

19 A The record will show that nobody really wanted to
20 buy this station, and we, we certainly hoped that that would
21 be the case, and, and I understood that to be my desire. But
22 I don't know that we could have ever made that a firm
23 condition in -- legally for in the sale contract.

24 Q Okay. But I, I believe, though, the record will
25 show that only people that were either past -- were -- that